

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION

CELINA INSURANCE GROUP,)
Plaintiff,)
v.) Civil Action No. _____
JERRY MICHAEL,)
Defendant.)

**CELINA INSURANCE GROUP'S COMPLAINT
FOR DECLARATORY JUDGMENT**

Plaintiff, Celina Insurance Group (“Celina”), by counsel and for its Complaint for Declaratory Judgment against Defendant, Jerry Michael, states as follows:

JURISDICTION AND VENUE

1. This is a civil action for declaratory and other relief brought pursuant to 28 U.S.C. § 2201 and Rule 57 of the Federal Rules of Civil Procedure to determine a controversy between Celina and Mr. Michael arising out of an insurance contract.

2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332 because this action involves citizens of different states and the amount in controversy, without interest and costs, exceeds the value specified by 28 U.S.C. § 1332 (\$75,000).

3. Pursuant to 28 U.S.C. § 1391(b), venue is proper in this district because the Court has personal jurisdiction over Mr. Michael, whose residence is in this district.

4. Pursuant to 28 U.S.C. § 1391(b), venue is proper in this district because the events or omissions giving rise to this lawsuit occurred in this district.

PARTIES

5. Plaintiff, Celina, is a corporation subject to Ohio's corporation laws and

incorporated under the laws of Ohio with its principal place of business in Celina, Ohio. Thus, pursuant to 28 U.S.C. § 1332(c)(1), Celina is an Ohio citizen.

6. Defendant, Mr. Michael, is domiciled at 608 S. Elm Street Apt. A, Montpelier, IN 47359 and is a citizen of Indiana.

BACKGROUND

7. Celina issued Automobile Insurance Policy No. 7255700-0 to Mr. Michael for the policy period of May 22, 2022 through May 22, 2023 (the “Celina Policy”). A true and accurate copy of the Celina Policy is attached as Exhibit 1.

8. On June 2, 2022, an alleged uninsured motorist named Brandi Bare drove her vehicle into the backyard of Mr. Michael’s father’s home, located at 165 East Blaine Street, Montpelier, Indiana, causing two deaths and several other injuries at a family gathering (the “Accident”).

9. By a letter dated March 17, 2023 (the “Demand Letter”), Mr. Michael, through counsel, alleges that, at approximately 7:51 p.m. on June 2, 2022, Mr. Michael was driving to his father’s home and conversing with his father via telephone when the Accident occurred. A true and accurate copy of the Demand Letter is attached as Exhibit 2.

10. The Demand Letter alleges that Mr. Michael “arrived within seconds of the collision, seeing and hearing absolute chaos.” The Demand Letter states that Mr. Michael’s father and great-nephew were declared dead once paramedics arrived. Exhibit 2 at p. 2.

11. The Demand Letter further alleges that Mr. Michael witnessed the injuries suffered by his father and other family members in the Accident. Exhibit 2 at p. 2.

12. The Demand Letter further alleges that Mr. Michael has a claim that arises out of the Accident for negligent infliction of emotional distress and that his damages for that claim are

covered by the Celina Policy's uninsured motorist coverage. Exhibit 2 at p. 1, 5.

13. The amount in controversy is the Demand Letter's demand of \$100,000, the coverage limit under the Celina Policy. Exhibit 2 at p. 5.

14. On or about June 8, 2023, Celina respectfully denied Mr. Michael's request for uninsured motorists coverage under the Celina Policy stemming from the Accident.

15. There is a present and existing controversy concerning Celina's duty to provide uninsured motorists coverage under the Celina Policy for Mr. Michael's claim arising from the Accident.

COUNT I- NO BODILY INJURY

16. Celina incorporates the allegations contained in Paragraphs 1-15 as if fully set forth herein.

17. The Uninsured Motorists Coverage Endorsement in the Celina Policy provides in pertinent part: "We will pay compensatory damages which an 'insured' is legally entitled to recover from the owner or operator of an 'uninsured motor vehicle' because of: 1. 'Bodily Injury' sustained by an 'insured' and caused by an accident"

18. The Celina Policy defines "bodily injury" as "bodily harm, sickness or disease, including death that results."

19. Mr. Michael did not sustain bodily injury as that term is defined in the Celina Policy and as interpreted under Indiana law.

20. Celina seeks a judicial declaration that there is no uninsured motorists coverage for Mr. Michael under the Celina Policy because the Accident did not cause Mr. Michael "bodily injury" as that term is defined in the Celina Policy and as interpreted under Indiana law.

COUNT II – OTHER TERMS

21. Celina incorporates its allegations contained in Paragraphs 1-20 as if fully set forth herein.

22. Celina seeks a judicial declaration that there is no uninsured motorists coverage under the Celina Policy for Mr. Michael in regard to the Accident under any other terms, conditions, exclusions, limitations and endorsements of the Celina Policy that may apply.

WHEREFORE, Plaintiff, Celina Insurance Group, respectfully requests that the Court issue a judgment determining and declaring:

- a. there is no uninsured motorists coverage under the Celina Policy for any claim by Defendant, Jerry Michael, arising from the Accident;
- b. Celina is relieved from any duty to provide coverage to Mr. Michael for any claim he makes arising from the Accident; and
- c. all other appropriate relief.

Respectfully submitted,

/s/ Anna Mallon

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